

## AGENDA

### Plans and Programs Policy Committee

May 16, 2012  
12:00 p.m.

Location  
**SANBAG**

*Super Chief Conference Room*  
1170 West 3<sup>rd</sup> Street, 2nd Floor  
San Bernardino, CA

### *Plans and Programs Committee Membership*

Chair

*Bill Jahn, Mayor*  
*City of Big Bear Lake*

East Valley Representatives

*Larry McCallon, Mayor*  
*City of Highland*

*Patrick Morris, Mayor*  
*City of San Bernardino*

*Dick Riddell, Mayor*  
*City of Yucaipa*

West Valley Representatives

*Paul Eaton, Mayor*  
*City of Montclair*  
  
*Alan Wapner, Council Member*  
*City of Ontario*

Vice Chair

*L. Dennis Michael, Mayor*  
*Rancho Cucamonga*

Mountain/Desert Representatives

*Rick Roelle, Council Member*  
*Town of Apple Valley*

*George Huntington, Council Member*  
*Town of Yucca Valley*

San Bernardino County  
*Brad Mitzelfelt, Supervisor*

*Janice Rutherford, Supervisor*

*Neil Derry, Supervisor*

*Gary Ovitt, Supervisor*

*Josie Gonzales, Supervisor*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Plans and Programs Policy Committee**

**May 16, 2012  
12:00 p.m.**

**LOCATION:  
SANBAG**

*Super Chief Conference Room  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA*

*CALL TO ORDER - 12:00 p.m.*  
*(Meeting Chaired by Mayor Bill Jahn)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Mary Mayes

**1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of May 16, 2012 Pg. 6**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated under this item for recordation on the appropriate item.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**Administrative Matters**

**2. Plans and Programs Attendance Roster Pg. 7**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

***Notes/Action***

## Discussion Items

### Transportation Programs and Fund Administration

3. **Bicycle Project and Funding Update** Pg. 9  
 Receive information on project development and funding for bicycle projects in San Bernardino County. **Steve Smith**

### Project Development

4. **Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, maintenance costs of the Highgrove BNSF Railway Company Undercrossing bridges.** Pg. 17  
 Plans and Programs Committee approved, as delegated by the Board on May 2, 2012, a lump sum payment to BNSF Railway Company (BNSF) for the on-going maintenance of the Highgrove-BNSF Undercrossing bridges associated with the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. The amount of the lump sum payment will be provided at the Plans and Programs Committee meeting. **Garry Cohoe**

### Regional and Quality of Life Programs

5. **Amendment No. 1 to Contract No. 09197 with Ron DeLaby from Paladin Investigative Services, LLC, for Call Box Recovery Services** Pg. 21  
 1. Approve Amendment No. 1 to Contract No. 09197, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County; and  
 2. Extend the contract term for an additional two-years through June 30, 2014, and increase the contract in the amount of \$60,000 for a new not-to exceed amount of \$150,000. **Duane Baker**
6. **Agreement for Digital Cellular Services for the San Bernardino Call Box Program** Pg. 28  
 Approve Amendment No. 3 to Contract No. 05002, between the San Bernardino Service Authority for Freeway Emergencies and AT&T Mobility, to extend the contract term through June 30, 2013, and to increase the not-to-exceed amount of the contract by \$115,000 for a revised total contract amount of \$879,426, as outlined in the Financial Impact section. **Duane Baker**

**Discussion Items - Continued**

**Regional and Quality of Life Programs (Cont.)**

- 7. Agreement between the California Highway Patrol (CHP) and San Bernardino Service Authority for Freeway Emergencies (SAFE) for CHP Call Box Liaison Support** **Pg. 33**

Approve Agreement No. C12239 with the CHP for Call Box Liaison support for a three-year period beginning July 1, 2012, through June 30, 2015, in an amount not-to-exceed \$11,625.00, with a one-year option extension, as specified in the Financial Impact Section. **Duane Baker**

- 8. Amendment No. 1 to Call Box Call Answering Services Contract** **Pg. 43**

Approve Amendment No. 1 to Contract No. 12005 providing for additional insurance and indemnity requirements with Professional Communications Network for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. No additional funds are required for this Amendment. **Duane Baker**

**Comments from Committee Members**

**Public Comment**

**ADJOURNMENT**

**Additional Information**

**Acronym List**

**Pg. 50**

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information, contact Mary Mayes at (909) 884-8276.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Basic Agenda Item Discussion**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

**Minute Action**

AGENDA ITEM:   1  

**Date:** May 16, 2012

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
5	C09197-01	Paladin Investigative Services <i>Ron DeLaby</i>	N/A
6	C05002-03	AT&T Mobility <i>Larry Lafferty</i>	N/A
8	C12005-01	Professional Communications Network <i>Jeff White</i>	N/A

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

\*

*Approved*  
*Plans and Programs Committee*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC		CTA	X	SAFE	X	CMA	
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Check all that apply.

**AGENDA ITEM: 2**

**PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2012**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Bill Jahn, Chair</b> Big Bear Lake	X	X	X	X								
<b>L. Dennis Michael, Vice Chair</b> City of Rancho Cucamonga	X			X								
<b>Rick Roelle</b> Town of Apple Valley	X	X										
<b>Larry McCallon, Chair</b> City of Highland	X	X		X								
<b>Paul Eaton</b> City of Montclair	X	X		X								
<b>Alan Wapner</b> City of Ontario	X	X		X								
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X								
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X								
<b>George Huntington</b> Town of Yucca Valley	X	X	X	X								
<b>Gary Ovitt</b> Board of Supervisors	X	X	X	X								
<b>Josie Gonzales</b> Board of Supervisors	X	X	X									
<b>Neil Derry</b> Board of Supervisors	Self-Suspension 5/3/2011	X	X	X								
<b>Janice Rutherford</b> Board of Supervisors	X			X								
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X	X								

X = Member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

AGENDA ITEM: 2

PLANS & PROGRAMS POLICY COMMITTEE ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X		X	X	X	X	X	X
<b>Bill Jahn</b> Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X
<b>Larry McCallon</b> City of Highland			X	X	X				X	X	X	X
<b>Paul Eaton</b> City of Montclair		X		X		X		X	X		X	X
<b>Alan Wapner</b> City of Ontario	X	X	X	X	X	X	X	X	X	X	X	X
<b>L. Dennis Michael</b> City of Rancho Cucamonga			X	X	X	X	X	X		X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga		X										
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
<b>George Huntington</b> Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X	X
<b>Neil Derry</b> Board of Supervisors	X	X	X		Self Suspension as of 5/3/2011							
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	X		X	X	X			
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X		X	X	X	X		X	X	
<b>Gary Ovitt</b> Board of Supervisors	X	X	X		X	X	X	X	X	X		X
<b>Janice Rutherford</b> Board of Supervisors		X	X			X	X	X	X	X	X	X

X = Member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   3  

**Date:** May 16, 2012

**Subject:** Bicycle Project and Funding Update

**Recommendation:**\* Receive information on project development and funding for bicycle projects in San Bernardino County.

**Background:** On March 21, 2012, the Plans and Programs Committee received information on potential SANBAG applications for Caltrans Bicycle Transportation Account (BTA) funds for countywide non-motorized projects. The Committee recommended, and the Board subsequently authorized, staff to include in the applications a commitment of up to \$350,000 in funds from a combination of Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds; Transportation Enhancement (TE) funds; and/or Transportation Development Act (TDA) Article 3 funds to use as a match for the grant(s), or as supplemental funds to the grant, should SANBAG be successful in receiving the grant funds. In a subsequent agenda item at the April 18 Plans and Programs Committee meeting, the Committee approved use of the matching funds for individual jurisdiction BTA applications, given that Caltrans indicated SANBAG could not be a direct applicant for those funds.

As an additional note, Board members provided comments at the March 21 Plans and Programs Committee meeting regarding bicycle project development, including ancillary initiatives such as bicycle rental and promotion of bicycle-supportive businesses in proximity to bicycle facilities. Staff committed to

\*

*Approved*  
*Plans and Programs Committee*

Date: \_\_\_\_\_

Moved:            Second:

In Favor:    Opposed:    Abstained:

Witnessed: \_\_\_\_\_

COG	X	CTC	X	CTA		SAFE		CMA
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Check all that apply.

provide a report back to the committee at a later time. This agenda item is a response to that request and provides information related to bicycle facility development and funding opportunities.

On April 6, 2011, the Board of Directors approved the 2011 update to the San Bernardino County Non-Motorized Transportation Plan (NMTP), which contains an extensive amount of information on current conditions and future plans for pedestrians and bicyclists. Specifically, the NMTP details plans for each jurisdiction, policies for encouraging “active transportation,” guidelines for developing future non-motorized infrastructure, and implementation priorities for regional projects. It also identifies priority projects for each jurisdiction.

The network of projects in the NMTP was then incorporated into Southern California Association of Governments’ (SCAG’s) 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS has a major emphasis on active transportation, with a projected investment of \$6 billion in regional bicycle, walking, and related infrastructure through 2035. This was an increase in the RTP/SCS from the \$2 billion that SCAG had originally proposed.

The task now is to progress toward the bicycle systems that these plans envision. San Bernardino County has a good start, with 468 miles of existing Class I, II, and III bicycle facilities. The approximate share of SCAG’s \$6 billion funding target for San Bernardino County, based on population, would be \$600 million through 2035, or over \$20 million per year over the 27-year life of the RTP/SCS. This is substantially above SANBAG’s historical direct funding level for bicycle facilities. However, when one considers the roadway construction and widening projects that include bicycle lanes or routes, the historical funding levels are more substantial. The next section of this item provides an overview of funding opportunities for bicycle facilities.

### **Funding/Grant Opportunities**

Five funding sources potentially applicable to the planning, development, and construction of bicycle facilities include:

- Transportation Enhancement (TE) Funding
- Transportation Development Act (TDA) Article 3 Funding
- Congestion Mitigation and Air Quality (CMAQ) Funding
- Caltrans Bicycle Transportation Account (BTA) Funding
- SANBAG Measure I Funding

**Transportation Enhancement Funding:**

TE funds are federal funds that can be used on projects that enhance and contribute to the transportation system through cultural, historic, aesthetic, environmental, and similar improvements. TE projects must qualify under at least one of twelve eligible categories, one of which is provision of facilities for pedestrians and bicycles. TE funds can be used for preliminary engineering (including environmental studies), real property acquisition, and construction costs associated with conducting an eligible activity. They are programmed through the State Transportation Improvement Program (STIP) process.

All bikeway, bike lane, and bike route designations (Classes I, II and III, respectively) are eligible for TE funding. However, there are many competing uses for TE funds, including highway landscaping and environmental enhancements, and only a small portion of SANBAG TE funds have been historically allocated to bicycle projects. All TE projects require a minimum 11.47% federal funding match (from State or local funds)

**Transportation Development Act Article 3 Funds**

The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999, the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for other pedestrian and bicycle projects. Eligible expenditures on the 80% portion of pedestrian and bicycle projects include:

1. Preliminary engineering leading to construction of pedestrian or bicycle facility;
2. Right-of-way acquisition necessary for pedestrian or bicycle facility;
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks;
4. Provision of curbs, gutters and driveway ramp paving on a sidewalk project; and
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

SANBAG receives approximately \$1.4 million in TDA Article 3 funding annually. Projects are identified through a periodic call-for-projects. Approximately \$3.8 million in TDA Article 3 funds was awarded by the

SANBAG Board for pedestrian and bicycle projects in December 2011. This amount included two years of revenue plus other unused/returned funds.

### **Congestion Mitigation Air Quality (CMAQ) Funds**

The CMAQ program was re-authorized in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, commonly referred to as SAFETEA-LU. The purpose of the CMAQ Program is to fund transportation projects or programs that contribute to the attainment of maintenance of the National Ambient Air Quality Standards for ozone and carbon monoxide.

SANBAG has been using most of the county's CMAQ funding for regional highway and transit projects (i.e. high occupancy vehicle lanes, signal synchronization, and transit vehicle acquisition, etc.). Design, engineering, right-of-way acquisition and construction of bicycle facilities (Classes I, II or III) are eligible for CMAQ funding. SANBAG has historically received over \$20 million in CMAQ funding annually, but little has been used for bicycle facilities.

### **Bicycle Transportation Account**

The Bicycle Transportation Account (BTA) is an annual program providing state funds for city and county projects that improve safety and convenience for bicycle commuters. In accordance with the Streets and Highways Code (SHC) Section 890-894.2 - California Bicycle Transportation Act, BTA projects must be designed and developed to achieve the functional commuting needs and physical safety of all bicyclists. Local agencies first establish eligibility by preparing and adopting a Bicycle Transportation Plan (BTP) that complies with SHC Section 891.2. The BTP must be approved by the local agency's Regional Transportation Planning Agency. San Bernardino County's Non-Motorized Transportation Plan (NMTP), which serves as the BTP for local jurisdictions, was approved by the SANBAG Board in April, 2011.

Some examples of BTA eligible projects include:

- New bikeways serving major transportation corridors
- New bikeways removing travel barriers to potential bicycle commuters
- Secure bicycle parking at employment centers, park-and-ride lots, rail and transit terminals, and ferry docks and landings
- Bicycle-carrying facilities on public transit vehicles
- Installation of traffic control devices to improve the safety and efficiency of bicycle travel
- Elimination of hazardous conditions on existing bikeways
- Planning of bikeway system

- Improvement and maintenance of bikeways
- Preliminary engineering, final design, right-of-way acquisition, construction engineering, construction and/or rehabilitation of bikeways

Funds are allocated to cities and counties on a matching basis that requires the applicant to furnish a minimum of 10 percent of the total project cost. Caltrans issues a call for BTA projects annually, typically in early spring. The program will allocate \$7.2 million statewide in 2012.

### **Measure I Funds**

The Measure I 2010-2040 Expenditure Plan identifies funding by subarea and program for highway and transit projects. Class II and Class III bicycle facilities may be incorporated into highway projects under the Valley Major Street, Mountain/Desert Major/Local Highways Programs, and any of the Local Street Programs. Pedestrian and bicycle-related access improvements may be incorporated into larger Measure I funded transit projects. In addition, the Traffic Management Systems (TMS) Programs in each subarea allow for funds to be used for planning and project development and for “projects which contribute to environmental enhancement associated with transportation facilities.” While this does not explicitly list bicycle facilities, the planning, development, and matching funds for construction of such facilities can be viewed as a legitimate application of those funds. The TMS category receives 2% of Measure I funds in each subarea.

While some of the funding types (TE and CMAQ in particular) have not been historically used for bicycle facilities, it would be beneficial for SANBAG and jurisdictions to engage in project development activities for such projects in the event that projects are needing to be programmed so as not to lose access to those funds. A shelf of construction-ready bicycle projects could be an advantage to securing outside funding.

### **Summary of Recent Bicycle Projects and Grant Applications**

- A TDA Article 3 call-for-projects was completed in December 2011, with Board approval of the projects listed in Table 1. Approximately \$3.8 million in TDA funds was awarded for projects in 13 different jurisdictions.

Jurisdiction	Project	Project Total	Match	LTF Request	Match %	Average Score	Cumm. Award Total
Victorville	Riverwalk Design	\$ 150,000	\$ 75,000	\$ 75,000	50%	76.7	\$ 75,000
Rancho Cuc.	PE Trail/Day Creek Connector	\$ 250,000	\$ 125,000	\$ 125,000	50%	76.2	\$ 200,000
Yucca Valley	Yucca Valley Civic Center Ped Access	\$ 182,000	\$ 91,000	\$ 91,000	50%	72	\$ 291,000
Rialto	PE Trail	\$ 600,000	\$ 270,000	\$ 330,000	45%	69.4	\$ 621,000
Redlands	Orange Blossom Trail	\$ 877,700	\$ 131,655	\$ 746,045	15%	66.2	\$ 1,367,045
Fontana	Sierra Ave/Metrolink Crossing	\$ 1,000,000	\$ 250,000	\$ 750,000	25%	65.8	\$ 2,117,045
Chino	Bike Trails and Crosswalks	\$ 54,700	\$ 17,000	\$ 37,700	31%	59.8	\$ 2,154,745
Yucaipa	5th St Bike Lane	\$ 528,174	\$ 203,000	\$ 325,174	38%	59	\$ 2,479,919
San Bernardino, County	Orange Blossom Design	\$ 70,000	\$ 7,000	\$ 63,000	10%	55.6	\$ 2,542,919
Big Bear Lake	Big Bear Blvd, Paine Rd and Lakeview Sidewalk project	\$ 441,600	\$ 88,320	\$ 353,280	20%	55.3	\$ 2,896,199
Apple Valley	Bear Valley Rd Class I Bikeway	\$ 429,300	\$ 42,930	\$ 386,370	10%	54.6	\$ 3,282,569
Hesperia	Bear Valley Rd Bypass	\$ 491,050	\$ 49,105	\$ 441,945	10%	53.2	\$ 3,724,514
San Bernardino, City	Bicycle Lane Extension along G St. and Rialto Ave.	\$ 60,000	\$ 9,000	\$ 51,000	15%	52.9	\$ 3,775,514
Highland	McKinley St Sidewalk	\$ 566,714	\$ 141,679	\$ 425,035	25%	52.2	xxx
Colton	Bike Lane Gap Closure	\$ 191,950	\$ 19,195	\$ 172,755	10%	51.2	xxx
Upland	Ped Facilities Project	\$ 380,000	\$ 76,000	\$ 304,000	20%	50.4	xxx
Barstow	Miscellaneous Curbs, Gutters and Sidewalks	\$ 1,187,980	\$ 593,990	\$ 593,990	50%	48.4	xxx
Highland	9th St Sidewalk	\$ 123,000	\$ 18,450	\$ 104,550	15%	46.6	xxx
		\$ 7,584,168	\$ 2,208,324	\$ 5,375,844			\$ 3,775,514

- Caltrans BTA grant applications have been submitted for bicycle projects. Funds programmed by SANBAG have been committed as a portion of the match for these projects, in the event such grants are awarded. The projects include, in part:
  - Hesperia: Bear Valley Road Bicycle Bypass – This is a Class II facility linking Hesperia, Victorville, and Apple Valley and provides an alternative to cycling on Bear Valley Road. The portion between Apple Valley and Hesperia is approximately 50% funded and will begin construction in Summer 2012.
  - Highland:
    - 2 miles of Class II bike lanes on Base Line from Sterling to Cole;
    - 1 mile of Class III bike routes on Sterling from 5<sup>th</sup> to Base Line
    - 2 miles of Class III bike routes on Victoria from 5<sup>th</sup> to Highland
    - Way-finding signs along 19 miles of bikeway
    - Bicycle parking facilities at various activity centers
    - Bicycle Safety and Education Programs at schools
  - Rancho Cucamonga: Safety enhancements at the Pacific Electric Trail crossings from the East to West City Limit (7.4 miles from Grove Ave. to the I-15 freeway).
  - Redlands:
    - Class III bike routes on Sunset Drive, California Street, Highland Avenue, and Fifth Avenue

- Class II bike lanes on Terracina Boulevard, Fern Avenue, and Highland Avenue

Although there is no assurance that grants will be received for these projects, they will remain priorities of these cities until they are constructed.

### **Other Ongoing Projects**

The Mojave Riverwalk Trail calls for the construction of an 8-mile multiuse trail that will run along the Mojave River levee from Interstate 15 to the north, to Victor Valley College to the south. The trail will be a combination of paved and earthen pathways and is intended to provide pedestrian, bicycle and equestrian users an alternative route between the downtown area and the College. Presently, a  $\frac{3}{4}$  mile portion of the trail has been completed from Interstate 15 to the Downtown area.

The Riverwalk project also includes improvements to the existing 6th Street trailhead near the Victor Valley Transportation Center, construction of a new trailhead and an interpretive area adjacent to the planned park-and-ride facility at Bear Valley Road, and interpretive signs along the trail. The proposed Riverwalk project shares the Class II bike lane with the Yates Road and Green Tree Boulevard components of the Yucca Loma Corridor, which connects the City of Victorville with the Town of Apple Valley. New bicycle connectivity is included with the Yucca Loma Bridge across the Mojave River.

The southernmost point of the Riverwalk Trail is at Bear Valley Road, which will provide connectivity to the Town of Apple Valley's planned Class II bike path along the north side of Bear Valley Road and the City of Hesperia's planned Class II bike path just south of Bear Valley Road (the Bear Valley Road bypass).

### **Potential for Bike Sharing and Rental**

One of the questions raised at the March Major Projects Committee meeting was whether they could be potential for bicycle rental or sharing at strategic locations in the county. Mention was made of such a system in the Washington, D.C. area. Capital Bikeshare is currently the premier bicycle sharing system in the U.S., begun in 2010, that serves Washington, D.C., and Arlington County, Virginia, and is being expanded to Maryland and other parts of Northern Virginia. The stations and bicycles are owned by the participating local governments and operated in a public-private partnership with Alta Bicycle Share. With more than 1,200 bicycles operating from 140 stations, the system is currently the largest bike sharing service in the United States. It is slated to grow to 288 stations and 2,800 bikes by the end of 2012.

Bicycle sharing is still in its infancy in the U.S. The best approach for San Bernardino County is likely to follow the maturation of the concept in other markets, particularly in California. The private sector operators of such systems will develop a sense of where they can be successful, and at the appropriate time, San Bernardino County agencies can offer implementation assistance.

***Financial Impact:*** This item is consistent with the current adopted Fiscal Year 2011/12 Budget, Task No. 0404 Subregional Transportation Planning.

***Reviewed By:*** This item will be reviewed by the Plans and Programs Committee on May 16, 2012.

***Responsible Staff:*** Steve Smith, Director of Planning



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 4

**Date:** May 16, 2012

**Subject:** Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, maintenance costs of the Highgrove BNSF Railway Company Undercrossing bridges.

**Recommendation:\*** Plans and Programs Committee approved, as delegated by the Board on May 2, 2012, a lump sum payment to BNSF Railway Company (BNSF) for the on-going maintenance of the Highgrove-BNSF Undercrossing bridges associated with the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. The amount of the lump sum payment will be provided at the Plans and Programs Committee meeting.

**Background:** On May 2, 2012, the Board delegated authority to the Plans and Programs Policy Committee to consider a lump sum payment to BNSF Railway Company (BNSF) for the on-going maintenance of the Highgrove-BNSF Undercrossing bridges associated with the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. This action by the Board was necessary in order to meet the tight project schedule and to avoid the potential loss of \$23 million of Corridor Mobility Improvement Account (CMIA) and Congestion Mitigation and Air Quality (CMAQ) funds. The table below shows the current funding programmed for the Project:

\*

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved:*                      *Second:*

*In Favor:*                      *Opposed:*                      *Abstained:*

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
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*Check all that apply.*

	CMAQ	CMIA	STIP-RIP (RCTC)	STIP-ITIP (RCTC)	STIP	Measure I	SHOPP	TOTAL
I-215 Bi-County HOV	\$34,850,000	\$15,460,000	\$11,881,000	\$4,961,000	\$45,089,000	\$43,092,000	\$0	\$155,333,000
Newport Road Overcrossing	\$0	\$3,449,000*	\$0	\$0	\$0	\$0	\$0	\$3,449,000
<b>TOTAL</b>	<b>\$34,850,000</b>	<b>\$18,909,000</b>	<b>\$11,881,000</b>	<b>\$4,961,000</b>	<b>\$45,089,000</b>	<b>\$43,092,000</b>	<b>\$0</b>	<b>\$158,782,000</b>

\* CMIA Savings that were requested by SANBAG but have not yet been allocated by the CTC.

The I-215 Bi-County HOV Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60, 91 and I- 215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The project closes the gap in the regional HOV network that will exist upon completion of the SR-91 HOV project in Riverside and SANBAG's I-215 widening project north of Orange Show Road. Design plans for the project were recently completed and staff anticipates construction to start in the summer of 2012. In February 2102, the Board approved Construction Cooperative Agreement No. C12189 with Caltrans for the construction phase of the project.

The I-215 Bi-County HOV Gap Closure Project involves the replacement of the BNSF railroad bridge near Highgrove in order to provide adequate length to span this freeway expansion. Three new permanent single track two span steel through truss bridges will be constructed to carry the BNSF tracks. Staff and Caltrans have been negotiating with BNSF to finalize a Construction and Maintenance (C&M) agreement between Caltrans and BNSF, which must be executed before the project can be advertised for construction. Two weeks ago, staff became aware that BNSF is not agreeing to maintain the truss structure. Under the existing C&M agreement, BNSF is responsible for the maintenance of the existing girder structure while Caltrans is responsible for the maintenance of the bridge columns and abutments. BNSF stated that their policy for the last ten years has been not to maintain any structure that is required for the benefit of another facility such as spanning a freeway. BNSF's position is that they should not be responsible for the cost of maintaining the bridges since replacement of these bridges is required for the I-215 widening project and serves no benefit to them.

BNSF provided a preliminary cost estimate for the maintenance of the three bridges of \$3.5 million for the next 50 years or \$6.9 million for the next 100 years. BNSF's estimate was just received last week. An Independent Cost Estimate (ICE) of the projected maintenance costs is being finalized by SANBAG's consultant. As part of the on-going negotiations with the railroad, the two estimates are being discussed. The final negotiated lump-sum payment and the appropriate back-up material will be presented to the Committee at the meeting.

Another option to paying the lump sum to the railroad at this time is to delay the Bi-County HOV Gap Closure project and move the Federal and State funds that would be lost if they are not utilized in a timely manner. Described below are the funds that would need to be moved and the associated risks. All funding shifts require the SCAG Regional Transportation Improvement Plan (RTIP) to be updated and revised or new cooperative agreements, which themselves are no small task.

- Congestion Mitigation Improvement Account (CMIA) - \$15.5M: Move the funds to Devore Interchange, with the funds substituting Measure and State Transportation Improvement Program (STIP) funds currently programmed on the project.

Proposition 1B requires projects be awarded for construction by the end of 2012. To meet this requirement, the project needs to be ready to advertise and receive an allocation from the California Transportation Commission (CTC) by July 2012. The Devore Interchange project meets this requirement and should meet the criteria of the CMIA program. The subject CMIA funds are savings from the I-215 project in the City of San Bernardino and are Private Investment Bonds (PIB) revenue purchased by SANBAG. Being the purchaser of the PIBs, SANBAG has a fair amount of discretion on which project the funds are utilized on. A question that has not been addressed is if SANBAG still has the same discretion on the funds since the State has redeemed SANBAG's PIBs.

- Congestion Mitigation Improvement Account (CMIA) - \$3.4M: The CMIA savings would not be allocated to this project and most likely be lost to this region.
- Congestion Mitigation and Air Quality (CMAQ) - \$34.8M: CMAQ funds are subject to rescission if they are not expended in the fiscal year that they are programmed. The rescission would probably be in the range of \$5M. To mitigate the loss through rescission, the CMAQ funds could be lent to another transportation agency with repayment in a future year. An agency that needs the funding would need to be identified, the repayment year negotiated, and an agreement entered into.
- State Transportation Improvement Program (STIP) - \$45.1M (SANBAG); \$11.9M (RCTC); \$5.0M (RCTC, ITIP): If STIP funds are not allocated in the year they are programmed, the regional agency does not lose the funds, but the funds may not be programmed on the region's project until a later year in the STIP. The discretion lies with the CTC.

While it may be possible to delay the Bi-County Gap Closure project to provide additional time to negotiate with the railroad, there is strong probability that all the action that is needed to make it happen will not occur in the time required, resulting in a loss of funds. In addition, the construction bids are very favorable now, which may change if the project is delayed too long. Therefore, staff is recommending that a lump sum payment be made to the BNSF for the on-going maintenance of the Highgrove-BNSF Undercrossing bridges associated with the I-215 Bi-County HOV Project. The amount of the lump sum payment and the associated backup material will be provided at the Plans and Programs Committee meeting.

**Financial Impact:** This item has no direct impact on the adopted Fiscal Year 2011/2012 budget. Funding is provided under TN 0839. However, this action may have an impact on future year budgets.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on May 16, 2012.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 5

**Date:** May 16, 2012

**Subject:** Amendment No. 1 to Contract No. 09197 with Ron DeLaby from Paladin Investigative Services, LLC, for Call Box Recovery Services

- Recommendation:**
1. Approve Amendment No. 1 to Contract No. 09197, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County; and
  2. Extend the contract term for an additional two-years through June 30, 2014, and increase the contract in the amount of \$60,000 for a new not-to exceed amount of \$150,000.

**Background:** The San Bernardino Service Authority for Freeway Emergencies operates approximately 1,200 call boxes on the freeways and highways in San Bernardino County. On average, 135 call boxes are knocked down each year. The cost to repair each call box can be as high as \$4,000 per knockdown and this cost varies based upon the extent of the damage to each call box.

Call boxes have a built in tilt alarm, and when activated, a notification is immediately sent to the California Highway Patrol (CHP). Because a knocked-down call box may indicate an accident with injuries, most often a CHP officer is dispatched to the scene and as a result, compiles a Traffic Collision Report.

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved:*      *Second:*

*In Favor:*      *Opposed:*      *Abstained:*

*Witnessed:* \_\_\_\_\_

COG		CTC		CTA		SAFE	X	CMA	
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These reports are of great assistance in determining who damaged the call box for the purpose of pursuing a recovery option. Sometimes CHP does not generate a report for knocked-down or damaged call boxes, because a tilt alarm was not activated. This happens when the box is hit severely and the tilt alarm did not have enough time to send the notification, and CHP was never dispatched to the scene or the driver was able to leave the incident site before CHP arrived.

Many SAFEs do not attempt to recover the costs of knocked-down call boxes or attempt to recover funds from motorist/insurance companies. SAFEs that do recover funds utilize Mr. DeLaby's expertise, or do so through their existing SAFE staff. Since the San Bernardino SAFE has limited staff, and does not have expertise in this area, the SAFE has employed the services of a consultant for the last 20 years who is familiar with law enforcement and who has worked in the area of insurance claims. Mr. Ron DeLaby is considered an expert in this field, as he holds a private investigators' license, is a retired Police Officer who worked for 20 years in the Inland Empire, has worked as an insurance claims' adjuster and is licensed in that field.

Within the past three and a half years Mr. DeLaby has recovered approximately \$150,000 for San Bernardino SAFE. Mr. DeLaby's contract is based on the terms that the SAFE reimburses Mr. DeLaby 33% of any funds recovered. If Mr. DeLaby does not recover any funds from the motorist or the insurance company, then the SAFE is not obligated to reimburse Mr. DeLaby for his time.

As we have experienced a fairly high rate of return, staff is recommending approval of Amendment No. 1 extending Mr. DeLaby's contract for an additional two years, through June 30, 2014, and increasing the contract in the amount of \$60,000 for the additional two years. The new not-to-exceed amount will be \$150,000, and will be funded as identified in the Financial Impact Section. This Amendment also includes an update to the insurance provisions to reflect current SAFE requirements.

***Financial Impact:*** Funds have been budgeted in the Fiscal Year 2012/2013 Budget, in the amount of \$30,000, Task Number 0702; funding source is SAFE Vehicle Registration Fees. An additional \$30,000 to cover the additional year of the contract will be budgeted in the Fiscal Year 2013/2014 Budget.

***Reviewed By:*** This item will be reviewed by the Plans and Programs Policy Committee on May 16, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this Amendment No. 1 as to form.

***Responsible Staff:*** Duane A. Baker, Director of Management Services

## CONTRACT SUMMARY SHEET

Contract No. C 09-197 Amendment No. 1

By and Between

Ron DeLaby and San Bernardino Associated Govts.

Contract Description Extension of call box recovery services

**Board of Director's Meeting Date:** 6/6/12  
**Overview of BOD Action:** Approve Amendment No. 1 to extend the term of the Contract through June 30, 2014 and add an additional amount of \$60,000

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	90,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	60,000	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>150,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$</b>

Contract Start Date 7/01/09	Current Contract Expiration Date 6/30/12	Revised Contract Expiration Date 6/30/14
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Has the contract term been amended?  No  Yes - please explain.  
 Exercising two year extension option

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 702.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

The California DMV collects the annual \$1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %  Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

Duane Baker  
Task Manager (Print Name)

Nikki Miller  
Project Manager (Print Name)

KATHLEEN MURPHY PEREZ  
Contracts Manager (Print Name)

WILLIAM SWARSKI  
Chief Financial Officer Signature (Print Name)

[Signature] 5-1-12  
Signature Date

Nikki Miller 5/1/12  
Signature Date

[Signature] 5/1/12  
Signature Date

[Signature] 5/1/12  
Signature Date

*mm  
5/1/12*

**AMENDMENT NO. 1 TO**  
**CONTRACT NO. 09197**  
**BETWEEN**  
**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**  
**AND**  
**RON DELABY**  
**FROM**  
**PALADIN INVESTIGATIVE SERVICES**

**THIS AMENDMENT NO. 1** is effective on the “Effective Date” identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies (“SAFE”), and Ron DeLaby from Paladin Investigative Services (“CONSULTANT”).

**RECITALS:**

**WHEREAS** “SAFE” and the “CONSULTANT”, entered into an Agreement effective June 30, 2009, hereinafter called “AGREEMENT”, for the purpose of providing recovery services for call box knockdowns throughout San Bernardino County; and

**WHEREAS**, SAFE and CONSULTANT have agreed to exercise the two-year option through June 30, 2014, and add \$60,000 to the contract amount for the additional time; and

**WHEREAS**, SAFE has updated the insurance provisions to reflect current SAFE requirements.

**NOW THEREFORE**, SAFE and CONSULTANT mutually agree to amend the contract as follows:

1. Amend Section I, “Services of the Consultant; Term”, Subsection 2, “Term”, to delete June 30, 2012 as the expiration date and replace with June 30, 2014, as the date of termination.
2. Amend
3. Amend SECTION II, SECTION 5. INSURANCE, to delete the section in its entirety and replace with the following:

5. **Insurance** –

“Without anyway affecting the indemnity provision identified in this Contract, CONSULTANT and its subcontractors shall each, at their own expense, and prior to the commencement of any work, purchase and maintain insurance through the entire term of the Contract, of the following types and limits of liability with insurers rated “A-VII” or better by A.M. Best.

- A. Commercial General Liability (CGL): with limits of insurance not less than:
- \$1,000,000 Each Occurrence Limit
  - \$1,000,000 Personal and Advertising Injury Limit
  - \$2,000,000 Annual Aggregate Limit
  - \$2,000,000 Products-Completed Operations Limit

The CGL limit shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products –completed operations, and personal and advertising injury.

Such Insurance shall:

- 1) Name SAFE, its officials, officers, employees and agents as insureds with respect to performance of Services. Such insured states shall contain no special limitations on the scope of its protection to the above-listed insureds.
- 2) Be primary with respect to any Insurance or self insurance programs covering SAFE, its officials, officers, employees, agents and consultants.
- 3) Contain standard separation of insureds provisions.

B. Business Auto Liability Insurance – Not Applicable

C. Workers Compensation – Not Applicable

D. CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Contract.

**Professional Liability** - CONSULTANT, at its own cost and expense, must maintain for the period covered by this Contract professional liability insurance in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate total for all claims. Coverage shall be solely dedicated to claims arising from professional services. Professional liability may be provided on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the consultant begins to perform work under this agreement. CONSULTANT shall secure and maintain this insurance or “tail” coverage provided throughout the term of this contract and for a minimum of three (3) years after contract completion.

- E. Proof of Coverage - CONSULTANT shall furnish certificates of insurance to SAFE evidencing the insurance coverage required above, prior to the commencement of performance of Services, and such certificates shall include SAFE, and its officers, employees, agents and volunteers, as additional insured on the Commercial General Liability Insurance and auto liability insurance. Prior to commencing any work, CONSULTANT shall furnish SAFE with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements identified herein. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SAFE thirty (30) days notice of such cancellation or nonrenewal. If the policy is cancelled for non-payment of premium, CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services until the completion of the services. The certificate(s) of insurance are to include the Contract Number and are to be submitted to the attention of SAFE's Contract Administrator.
- F. Waiver of Subrogation Rights – CONSULTANT shall require the carriers of Commercial General Liability, Auto Liability and Workers Compensation to waive all rights of subrogation against SAFE, its officers, employees, agents, volunteers and subcontractors. Such coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from subrogation against SAFE.”

4. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.
5. The Effective Date is the date in which SAFE executes this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties below have signed and executed this Amendment No. 1 to contract C09197.

**RON DELABY  
PALADIN INVESTIGATIVE SERVICES**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN BERNARDINO SERVICE  
AUTHORITY FOR FREEWAY  
EMERGENCIES ("SAFE")**

By: \_\_\_\_\_  
Larry McCallon, President

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Penny Alexander-Kelley  
SANBAG Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Kathleen Murphy-Perez  
Contracts Manager



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM:   6  

**Date:** May 16, 2012

**Subject:** Agreement for Digital Cellular Services for the San Bernardino Call Box Program

**Recommendation:\*** Approve Amendment No. 3 to Contract No. 05002, between the San Bernardino Service Authority for Freeway Emergencies and AT&T Mobility, to extend the contract term through June 30, 2013, and to increase the not-to-exceed amount of the contract by \$115,000 for a revised total contract amount of \$879,426, as outlined in the Financial Impact section.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,200 call boxes on freeways and highways in San Bernardino County. Each call box is a battery powered, solar charged roadside terminal with a cellular telephone built into the device. The call box network has assisted more than 1.9 million calls since inception, and currently handles approximately 14,000 calls per year.

Back in May of 2004, San Bernardino SAFE joined with Riverside and San Diego SAFEs to release a joint Request for Proposals (RFP) for a new digital cellular service provider. Five proposals were submitted to the SAFEs for consideration, which at that time were all the top leading cellular service providers. AT&T was the successful proposer; not only were they the lowest in price, but also demonstrated extensive service coverage throughout the three counties. Even today with the updated technology there is only one other provider, Verizon, that has enough service coverage to cover our entire county and the existing

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved: Second:*

*In Favor:    Opposed:    Abstained:*

*Witnessed:* \_\_\_\_\_

COG	CTC	CTA	SAFE	X	CMA
-----	-----	-----	------	---	-----

*Check all that apply.*

PPC1205a-nm

Attachment: C05002-03

call boxes. Verizon uses very different technology to implement their digital services. AT&T uses Global System for Mobile Communications (GSM) technology, and Verizon utilizes Code Division Multiple Access (CDMA) technology. At the time of the RFP evaluation in 2004, the GSM network was desirable for a number of reasons. GSM utilizes a removable Subscriber Identify Module (SIM) card in every transceiver. These cards can be pre-programmed before going out in the field, can be removed quickly and placed into another call box with the same data/phone number. This flexibility alone favored using a GSM provider and since that time there has been no new provider with this technology that can cover our large geographic area.

AT&T provides staff with a quarterly presentation comparing rates to other providers and explain how they are keeping up with technological improvements. The original AT&T contract commenced in 2004, with an initial 5-year term, and included five one-year options. For the reasons set forth above, staff recommends exercising the third of five one-year options with AT&T for call box cellular services increasing the contract by \$115,000, in a not-to-exceed amount of \$879,426.

***Financial Impact:*** Funds to cover expenses in this Agreement have been budgeted in the proposed fiscal year 2012/2013 Budget. Task Number 0702, funding source is SAFE Vehicle Registration Fees.

***Reviewed By:*** This item will be reviewed by the Plans and Programs Policy Committee on May 16, 2012. This item has been reviewed by the SANBAG Contracts Manager and SANBAG Counsel as to form.

***Responsible Staff:*** Duane A. Baker, Director of Management Services



## CONTRACT SUMMARY SHEET

Contract No. C 05-002 Amendment No. 03

By and Between

AT&T and San Bernardino Associated Govts

Contract Description Extension of call box digital services

**Board of Director's Meeting Date:** 6/6/12

**Overview of BOD Action:** Approve Amendment No. 3 to extend the term of the Contract through June 30, 2013 and add an additional amount of \$115,000

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	664,426	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	100,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	115,000	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>879,426</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>				<b>\$</b>	

Contract Start Date 11/3/04	Current Contract Expiration Date 6/30/12	Revised Contract Expiration Date 6/30/13
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Exercising one year extension option		

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 702.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

The California Department of Motor Vehicles collects the annual \$1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %    Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

Duane Baker  
Task Manager (Print Name)

Nikki Miller  
Project Manager (Print Name)

William Stewarski  
Contracts Manager (Print Name)

William Stewarski  
Chief Financial Officer Signature (Print Name)

Duane Baker 1/26/12  
Signature Date

Nikki Miller 4/25/12  
Signature Date

William Stewarski 4/27/12  
Signature Date

John A 2/25/12  
Signature Date

**AMENDMENT NO. 3 TO  
CONTRACT NO. 05002**

**BETWEEN**

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

**AND**

**AT&T MOBILITY NATIONAL ACCOUNTS, LLC**

**THIS AMENDMENT NO. 3** is effective on the "Effective Date" identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies ("SAFE"), and AT&T Mobility National Accounts, LLC, formerly known as AT&T Wireless Services ("CONTRACTOR").

**RECITALS:**

**WHEREAS** "SAFE" and the "CONTRACTOR", entered into an Agreement effective November 3, 2004, hereinafter called "AGREEMENT", for the purpose of providing cellular services to the SAFE's system of call boxes; and

**WHEREAS**, SAFE hereby exercises the third option year through June 30, 2013, and increases the not-to-exceed amount of the AGREEMENT by One Hundred, Fifteen Thousand Dollars.

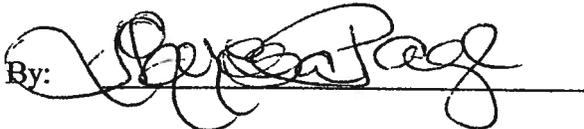
**NOW THEREFORE**, SAFE and CONTRACTOR mutually agree to amend the AGREEMENT as follows:

1. Amend Section I, "Services of The Contracts: Term", Subsection 1.B., to delete June 30, 2012, as the expiration date and replace with June 30, 2013, as the date of termination.
2. Amend Section III, "Fees and Payments", Subsection 1., by adding the following sentence at the end of the paragraph: "Based on the fee structure set forth above, the total not-to-exceed amount, for this third option period, shall be one hundred fifteen thousand dollars and no cents (\$115,000.00.)"

3. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.
4. The Effective Date is the date in which SAFE executes this Amendment No. 3.

IN WITNESS WHEREOF, the parties below have signed and executed this Amendment No. 3 to contract C05002.

**AT&T MOBILITY NATIONAL  
ACCOUNTS LLC**

By: 

Theresa Page, Sr Contracts Manager

Date: 4/20/12

**SAN BERNARDINO SERVICE AUTHORITY  
FOR FREEWAY EMERGENCIES  
("SAFE")**

By: \_\_\_\_\_

Larry McCallon, President

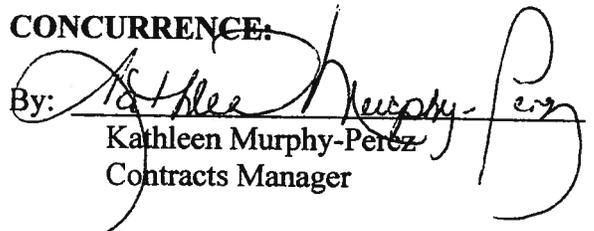
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Penny Alexander-Kelley  
General Counsel

**CONCURRENCE:**

By:   
Kathleen Murphy-Perez  
Contracts Manager



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 7

**Date:** May 16, 2012

**Subject:** Agreement between the California Highway Patrol (CHP) and San Bernardino Service Authority for Freeway Emergencies (SAFE) for CHP Call Box Liaison Support

**Recommendation:**\* Approve Agreement No. C12239 with the CHP for Call Box Liaison support for a three-year period beginning July 1, 2012, through June 30, 2015, in an amount not-to-exceed \$11,625.00, with a one-year option extension, as specified in the Financial Impact Section.

**Background:** The San Bernardino Service Authority for Freeway Emergencies (SAFE) began to forward all calls generated from the county's call box program to a private call answering center (CAC) vendor (Professional Communications' Network, or PCN) beginning on February 19, 2002. Since that time, PCN handles most of the calls for assistance, but is required to forward calls to the CHP that are of an emergency nature, calls that the CHP is required to act on or calls that CHP has specifically requested to view for their own informational purposes. After July 1, 2002, the SAFE began to reimburse the CHP for the SAFE's proportional share of their CHP Call Box Liaison staff position, to coordinate statewide CHP call box issues as well as provide oversight of local CHP call taking responsibilities. Due to the unique nature of the call box system on the California freeways and due to the fact that there are calls forwarded to CHP because they require law enforcement action, the contract for this Liaison service is not put out to a

\*

*Approved*  
*Plans and Programs Committee*

Date: May 16, 2012

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC		CTA		SAFE	X	CMA	
-----	--	-----	--	-----	--	------	---	-----	--

Check all that apply.  
 PPC1205c-nm  
 Attachment C12239

competitive bid process. The current contract with CHP for this Liaison staff position will expire June 30, 2012.

***Financial Impact:*** This item has no financial impact to the current Fiscal Year (FY) 2011/2012 budget. The total contract amount will not exceed \$11,625. Note that this agreement also includes an option to extend the agreement for one additional year, at a cost of \$4,300 for FY 2015/2016, pending board approval. The first year portion of \$3,675 has been included in the proposed FY 2012/13 budget. Future obligations will be budgeted accordingly in the appropriate fiscal year budget. Funding source is Department of Motor Vehicles Registration fees, Task Number 0702, Call Box.

***Reviewed By:*** This item will be reviewed by the Plans and Programs Committee at its May 16, 2012, meeting. The agreement has been reviewed by the SANBAG Contracts Manager and SANBAG Counsel, as to form.

***Responsible Staff:*** Duane A. Baker, Director of Management Services.

## CONTRACT SUMMARY SHEET

Contract No. C 12-239 Amendment No. \_\_\_\_\_

By and Between

CHP and San Bernardino Associated Govts.

Contract Description Call Box Liaison support

**Board of Director's Meeting Date:** 6/6/12

**Overview of BOD Action:** Approve Agreement with CHP for Call Box Liaison support for a three year period beginning July 1, 2012 through June 30, 2015, in an amount not to exceed \$11,625.

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	11,625	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>11,625</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$</b>

Contract Start Date 07/01/2012	Current Contract Expiration Date 06/30/2015	Revised Contract Expiration Date
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Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 702.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

The California DMV collects the annual \$1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %  Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

DUANE BAKER

Task Manager (Print Name)

Nikki Miller

Project Manager (Print Name)

Duane C. Baker 5-8-12

Signature

Date

Nikki Miller

5/7/12

Signature

Date

WILLIAM STANRSEJ

Chief Financial Officer Signature (Print Name)

William Stanrsej

Signature

Date

5/9/12

*mm  
5/9/12*

AGREEMENT BETWEEN  
STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
AND  
SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and San Bernardino Service Authority for Freeway Emergencies, hereinafter called SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and the Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

**TERMS AND CONDITIONS:**

By and in consideration of the covenants and conditions herein contained, CHP and SAFE do hereby agree as follows:

1. The term of this Agreement is July 1, 2012, through June 30, 2015.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," which are hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES may be revised from time to time, it is understood that SAFE shall have a current copy on file for the duration of this Agreement.
  - a. That it shall not become effective until (1) SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from SAFE approving execution of this Agreement and identifying the individual authorized to sign on behalf of SAFE, and (2) this Agreement is duly signed by both parties.
  - b. That it may be modified in writing and signed by both parties, and shall be modified by the parties to conform to any future changes to federal or state law that affects the terms of this Agreement.
  - c. Because of the time and expense early termination would entail to both parties, either party may terminate this Agreement before the expiration of its term, or any extension, upon thirty (30) days prior written notice to the other party.
  - d. Notwithstanding subparagraph 2 c. above, CHP or San Bernardino SAFE may terminate this Agreement upon thirty (30) days advance written notice should SAFE be financially unable to reimburse CHP for services rendered under this Agreement.

- e. For services and assistance herein, SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.
  
- f. That SAFE shall notify CHP in writing, no later than January 1, 2015, that SAFE wishes to extend the services and assistance rendered by CHP pursuant to this Agreement for one (1) additional year. If CHP is so notified, this Agreement shall be in effect through June 30, 2016, and the total amount payable to CHP for this additional year of service shall not exceed \$4,300.00, unless otherwise determined by CHP cost analysis to be greater.

Payment shall be made to:

Department of California Highway Patrol  
Fiscal Management Section  
P. O. Box 942900  
Sacramento, CA 94298-2900

Invoices shall be sent to:

San Bernardino SAFE  
c/o San Bernardino Associated Governments  
Attention: SAFE Program Manager  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

- 3. The maintenance of the call box system (outside of CHP communications center), including telephone service and line costs, shall be the sole responsibility of SAFE.
  
- 4. The SAFE shall pay for its proportional share of the actual wage rate for one half (1/2) CHP SAFE Coordinator position, and SAFE's proportional share of computer equipment costs (including software), when applicable, for one half (1/2) CHP SAFE Coordinator showing personnel and computer equipment costs in annual staffing estimations. CHP shall provide to SAFE, as soon as possible each year, the calculation and back-up documentation used to determine California SAFE's proportional billing share, prior to SANBAG paying the SAFE's proportional billing share. The SAFE Coordinator position shall be used for SAFE-related business.

Each SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties who have

entered into SAFE Agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.

5. Currently, the SAFE contracts with a private call answering center (PCAC) to receive the initial call box call first. Emergency nature type calls are forwarded to CHP. Call box calls shall be handled by CHP communications centers as third level priority - after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:
  - a. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.
  - b. Call box calls should be handled within a 3.5 minute (210 seconds) total call handling time. It is understood that the use of such services as the Translation Service Contractor shall increase total call handling time to levels above this standard.
  - c. CHP and SAFE agree that no CHP operator positions will be charged to SAFE during the term of this Agreement. However, should the requests from the PCAC to the CHP increase, and CHP substantiates in writing to SAFE an increase to CHP workload, then this section may be changed in accordance with GUIDELINES and upon a written amendment to this Agreement signed by CHP and SAFE.
6. CHP shall limit its review to the SAFE's specifications for upgrading or modifying SAFE's motorist aid call box system which includes any potential operational affect to CHP communications centers in accordance with the GUIDELINES. SAFE shall provide CHP written assurance that SAFE complies with its obligation to provide teletypewriter/telecommunication devices for the deaf. A copy of the letter shall come with a copy of the minutes, order, motion, resolution, or ordinance to CHP.
7. The CHP agrees to submit an itemized invoice quarterly to SAFE which may include and shall not exceed the following charges:
  - a. The SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
  - b. Indirect costs shall be applied to monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year.

c. Telephone system costs (if applicable), shall be provided by the state, with a standard communication center telephone system which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by SAFE Program shall be funded by SAFE.

8. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP communication center equipment. In such cases, SAFE shall be responsible for the procurement, installation, and maintenance of communication center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and SAFE. No equipment shall be installed in a CHP facility which does not meet all CHP operational and technical specifications.

Communication center equipment purchased by SAFE and installed at CHP for CHP use during the term of this contract shall be the property of and maintained by SAFE.

9. The total amount of this Agreement shall not exceed Eleven Thousand Six Hundred Twenty-five Dollars and Zero Cents (\$11,625.00). It is understood that SAFE funds for the program under this Agreement are being funded from Department of Motor Vehicles (DMV) registration fees pursuant to California Vehicle Code Section 9250.10. It is agreed that at any time sufficient funds from DMV Registration Fees are not available to SAFE for the full amount of the Agreement, SAFE may terminate this Agreement.

- FY 2012/2013 (7/1/12 through 6/30/13), not to exceed \$3,675.00
- FY 2013/2014 (7/1/13 through 6/30/14), not to exceed \$3,875.00
- FY 2014/2015 (7/1/14 through 6/30/15), not to exceed \$4,075.00

10. Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.

11. The CHP agrees to indemnify, defend and save harmless SAFE, and San Bernardino Associated Governments, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm, or corporation who may be injured or damaged by any negligent act or omission by CHP in the performance of this Agreement. Indemnification by CHP includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of SAFE, its elected

officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The CHP's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SAFE, its elected officials, officers, employees, agents, or volunteers.

The SAFE agrees to indemnify, defend and save harmless CHP, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm or corporation who may be injured or damaged by any negligent act or omission by SAFE in the performance of this agreement. Indemnification by SAFE includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CHP, its elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The SAFE's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CHP, its elected officials, officers, employees, agents, or volunteers.

12. Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party as the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with the section. A change in address may be made by notifying the other Party in writing.

To: Department of California Highway Patrol  
Communications Centers Support Section  
601 North 7th Street  
Sacramento, CA 95811  
(916) 843-4280

To: SAFE  
Attn: Kelly Lynn, Chief of Air Quality Mobility Programs  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715  
(909) 884-8276

12. All services under this agreement shall be coordinated by:

Department of California Highway Patrol  
Communications Centers Support Section  
601 North 7<sup>th</sup> Street  
Sacramento, CA 95811  
(916) 843-4280

13. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.
14. Under no circumstances shall SAFE or its subcontractor(s) use the name "California Highway Patrol" or "CHP" to promote a product which is part of the call box system without the written consent of CHP.
15. Audits. SAFE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. SAFE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SAFE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
16. Disputes. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SAFE. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under the Agreement, and such continued performance of their duties under the Agreement, and such continued performance shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

STATE OF CALIFORNIA  
Department of California Highway Patrol

SAN BERNARDINO  
Service Authority for Freeway  
Emergencies (SAFE)

\_\_\_\_\_  
J. T. Uyeda  
Chief, Administrative Services Division

\_\_\_\_\_  
Larry McCallon, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Alexander-Kelley, SAFE Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Murphy-Perez, Contracts Manager

\_\_\_\_\_  
Date

San Bernardino SAFE  
c/o San Bernardino Associated Governments  
Attention: SAFE Program Manager  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715

Authority: SAFE Minute Action



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 8

**Date:** May 16, 2012

**Subject:** Amendment No. 1 to Call Box Call Answering Services Contract

**Recommendation:**\* Approve Amendment No. 1 to Contract No. 12005 providing for additional insurance and indemnity requirements with Professional Communications Network for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. No additional funds are required for this Amendment.

**Background:** On November 2, 2011, the SANBAG Board of Directors awarded Contract 12005 (Contract) to Professional Communications Network (PCN) for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. The Contract was for a three-year period, not to exceed \$752,123, which included three one-year options.

Subsequent to the approval of the Contract, Riverside County Transportation Commission (RCTC) requested that PCN broaden their insurance coverages and indemnification to include RCTC. Since Orange County Transportation Authority (OCTA) is also a party to the Contract with PCN, the Amendment will extend the same coverages to them.

This Amendment requires no additional action and provides for no additional responsibility or cost on behalf of SANBAG.

\*

*Approved*  
*Plans and Programs Committee*

*Date:* May 16, 2012

*Moved:* *Second:*

*In Favor:* *Opposed:* 0 *Abstained:* 0

*Witnessed:* \_\_\_\_\_

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input checked="" type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.  
 PPC1205d-nm  
 Attachments: C1200501

Plans and Programs Committee  
May 16, 2012  
Page 2

**Financial Impact:** No additional funds are required for this Amendment No. 1; however, funds for the original Contract 12005 Call Box/Call Answering Services are included in the FY 2011/2012 budget, Task No. 0702, Call Box.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on May 16, 2012. The amendment to the contract has been reviewed by the SANBAG Contracts Manager and by SANBAG Counsel as to form.

**Responsible Staff:** Duane A. Baker, Director of Management Services

## CONTRACT SUMMARY SHEET

Contract No. C 12-005 Amendment No. 1

By and Between

Professional Communications Network and San Bernardino Associated Govts.

Contract Description Call Box/Call Answering Services

**Board of Director's Meeting Date:** 6/6/12  
**Overview of BOD Action:** Approve Amendment No. 1 to provide for additional insurance requirements at no change to the Not-to-Exceed Amount.

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	752,123	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	0	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>752,123</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY</b> <i>(contract value + contingency)</i>					<b>\$</b>

Contract Start Date 11/2/11	Current Contract Expiration Date 6/30/15	Revised Contract Expiration Date
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Has the contract term been amended?  No  Yes - please explain.  
 Amendment providing for additional insurance requirements

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 702.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

The California DMV collects the annual \$1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

Payable  Receivable

### CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % \_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_ %  Underutilized DBE (UDBE) Goal \_\_\_\_ %

Duane Baker  
 Task Manager (Print Name)

Nikki Miller  
 Project Manager (Print Name)

\_\_\_\_\_  
 Contracts Manager (Print Name)

William Sturawski  
 Chief Financial Officer Signature (Print Name)

Duane Baker 5-8-12  
 Signature Date

Nikki Miller  
 Signature Date 5/7/12

[Signature]  
 Signature Date 5/7/12

[Signature]  
 Signature Date

*mm  
5/19/12*

**AMENDMENT NO. 1 TO**

**CONTRACT NO. 12005**

**BETWEEN**

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

**AND**

**PROFESSIONAL COMMUNICATIONS NETWORK**

**THIS AMENDMENT NO. 1** is effective on the “Effective Date” identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies (“SAFE”), and Professional Communications Network (“CONSULTANT”).

**RECITALS:**

**WHEREAS** “SAFE” and the “CONSULTANT”, entered into an Agreement dated November 2, 2011, hereinafter called “MASTER AGREEMENT”, for the purpose of providing certain call box answering services; and

**WHEREAS**, the Riverside County Transportation Commission acting as the Riverside County Service Authority for Freeway Emergencies (“Riverside SAFE”) and SAFE have entered into or intend to enter into a separate cooperative agreement pursuant to which Riverside SAFE has agreed to help fund a portion of the Services provided under the Master Agreement, as such Services will benefit Riverside SAFE. The foregoing cooperative agreement is contingent on Riverside SAFE being named as an indemnified party and an additional insured under the Master Agreement; and

**WHEREAS**, the Orange County Transportation Authority acting as the Orange County Service Authority for Freeway Emergencies (“Orange SAFE”) and SAFE have entered into a separate cooperative agreement pursuant to which Orange SAFE has agreed to help fund a portion of the Services provided under the Master Agreement, as such Services will benefit Orange SAFE. The foregoing cooperative agreement is contingent on Orange SAFE being named as an indemnified party and an additional insured under the Master Agreement.

NOW THEREFORE, SAFE and CONSULTANT mutually agree to amend the contract as follows:

1. Amend Article 20, "INSURANCE" to delete the section in its entirety and replace with the following:

**"ARTICLE 20. INSURANCE**

Without any way affecting the indemnity provision identified in this Contract, CONSULTANT shall, at the CONSULTANT's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Contract. The policies shall be written by a California admitted carrier with a Best rating of A-VII or better, and shall be written with at least the following limits of liability:

20.1 Professional Liability – Not Applicable.

20.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of CONSULTANT and to all risks to such persons under this Contract.

20.3 Commercial General Liability – To include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

20.4 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000, combined single limit, and in the aggregate occurrence form.

20.5 Proof of Coverage – CONSULTANT shall furnish certificates of insurance to SAFE, Riverside SAFE and Orange SAFE evidencing the insurance coverage required above, prior to the commencement of the performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Commission SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents and volunteers, as additional insureds on Commercial General Liability Insurance and liability insurance. Prior to commencing any work, CONSULTANT shall furnish SAFE with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SAFE, Riverside SAFE and Orange SAFE thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium CONSULTANT will provide SAFE, Riverside SAFE and Orange SAFE ten (10) days prior written notice. CONSULTANT shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager' name on the face of the certificate(s) and shall be submitted to SAFE's Contract Administrator.

20.6 Additional Insured – All policies, except for Worker’s Compensation and Professional Liability policies, shall contain endorsements naming SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents, and volunteers as additional insured’s with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SAFE, Riverside SAFE and Orange SAFE to vicarious liability but shall allow coverage for SAFE, Riverside SAFE and Orange SAFE to the full extent provided by the policy.

20.7 Waiver of Subrogation Rights- CONSULTANT shall require the carriers of Commercial General Liability, Automobile and Worker’s Compensation to waive all rights of subrogation against SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents, volunteers, contractors, and subcontractors. All insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT’S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against SAFE, Riverside SAFE and Orange SAFE.

20.8 The Commercial General Liability Policy required herein is to be primary and non-contributory with any insurance carried or administered by SAFE, Riverside SAFE or Orange County SAFE.

2. Amend Article 21, “**INDEMNITY**” to delete the section in its entirety and replace with the following:

**“ARTICLE 21. INDEMNITY**

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services, and its duties and obligations, as contained herein, required to fully and adequately complete the Project. SAFE, Riverside SAFE and Orange SAFE expressly rely upon CONSULTANT’s representations regarding its skills and knowledge. CONSULTANT shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT shall defend, indemnify and hold harmless SAFE, Riverside SAFE, Orange SAFE and their officers, officials and employees for claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its employees, agents and contractors.

3. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.
4. The Effective Date is the date in which SAFE executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties below have signed and executed this Amendment No. 1 to Contract C12005.

**PROFESSIONAL COMMUNICATIONS NETWORK**

**SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE")**

By: \_\_\_\_\_  
Jeff White  
Vice President

By: \_\_\_\_\_  
Larry McCallon  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Penny Alexander-Kelley  
SANBAG Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Kathleen Murphy-Perez  
Contracts Manager

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996